

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
MOHAVE COUNTY, ARIZONA

THIS AGREEMENT is entered into 30th August, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-984, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and MOHAVE COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State and the County desire to participate in the design, construction and maintenance of a new warranted traffic signal at the intersection of SR-66 and Industrial Parkway (MP 61.1), at an estimated cost of \$200,000.00, hereinafter referred to as the Project, for the safety and benefit of the traveling public. The parties hereto agree that the State shall be the lead agency for the Project.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

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NO. 25455  
Filed with the Secretary of State  
Date Filed: 08/30/02

Betsy Gayless  
Secretary of State

By: D. J. Haenecwald

## **II. SCOPE OF WORK**

### **1. The County will:**

- a. Review the design documents and provide comments.
- b. Within 30 days upon receipt and approval of an invoice, reimburse the State \$100,000.00, for the estimated 50% of the cost of the Project.
- c. Be responsible for 50% of the actual cost of the Project, a total Project amount estimated at \$200,000.00. Be responsible for the County's proportionate share of any cost increase associated with the Project, and any contractor claims for extra compensation due to delays or whatever reason, attributable to the County.
- d. Upon completion of the Project, reimburse the State within 30 days upon receipt and approval of an invoice, for any difference between the initial amount paid and the total actual costs associated with the Project.
- e. Upon completion, provide electrical energy to operate the signal, all at County expense.
- f. Grant the State perpetual right of entry access outside the State right-of-way as required to perform maintenance of the signal and ancillary equipment.

### **2. The State will:**

- a. Provide design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate or resolve County review comments.
- b. Prior to award of the construction contract, invoice the County for \$100,000.00, for the estimated 50% of the total cost of the Project, a total Project amount estimated at \$200,000.00.
- c. Call for bids and award one or more construction contracts for the Project. Administer same, and make all payments to the contractor.
- d. Be responsible for 50% of the actual total cost of the Project. Be responsible for the State's proportionate share of any cost increases associated with the Project, and any contractor claims for extra compensation due to delays or whatever reason, attributable to the State.
- e. Upon completion of construction, approve and accept the Project on behalf of the parties hereto. Invoice the County for any difference between the County's initial amount paid and the total actual costs associated with the Project.
- f. Upon completion and acceptance of the Project, provide maintenance to the signal and ancillary equipment, all at State expense.

## **III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the advertisement of a Project construction contract and upon thirty days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Contracting:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007  
FAX (602) 712-7424

Mohave County  
County Manager  
P.O. Box 7000,  
809 E. Beale Street  
Kingman, Arizona 86402-7000  
FAX (928)753-5103

For Invoicing/Reimbursements:

Arizona Department of Transportation  
Contract Accounting  
206 South 17 Avenue, Mail Drop 205B  
Phoenix, AZ 85007

Mohave County  
Finance Department  
P.O. Box 7000  
809 E. Beale Street  
Kingman, AZ 86402-7000

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**MOHAVE COUNTY, ARIZONA**

**STATE OF ARIZONA**

Department of Transportation

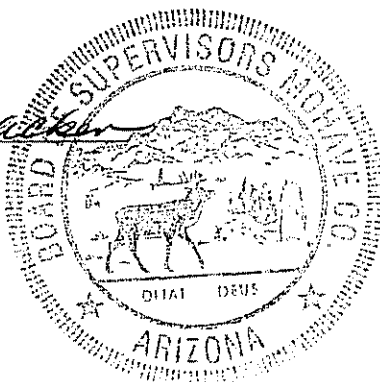
By *Tom Sockwell*  
TOM SOCKWELL  
Chairman of the Board

By *Michael P. Manthey*  
MICHAEL P. MANTHEY, P.E.  
State Traffic Engineer

ATTEST

By *Barbara Bracken*  
Barbara Bracken  
Clerk of the Board  
8-3-02

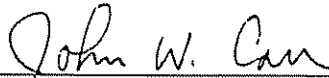
G:02-028-DIST K-TRAF -Mohave Cnty  
Revised 07/16/01g



RESOLUTION

BE IT RESOLVED on this 15th day of May, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Mohave County, for the purpose of defining responsibilities for the design, construction, operation and maintenance of a new warranted traffic signal at the intersection of SR-66 @ Industrial Parkway (MP 61.1), for the benefit and safety of the traveling public.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.



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JOHN CARR  
Staff Engineer  
ITD Development

for VICTOR M. MENDEZ, Director

APPROVAL OF MOHAVE COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the MOHAVE COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 23 day of July, 2002.

William Ekstrom Jr.

Attorney

**RESOLUTION NO. 2002-259**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND MOHAVE COUNTY FOR THE PURPOSE OF DEFINING RESPONSIBILITY FOR THE CONSTRUCTION OF A WARRANTED TRAFFIC SIGNAL AT THE INTERSECTION OF SR-66 AND INDUSTRIAL PARKWAY.**

**WHEREAS**, the Board of Supervisors of Mohave County met in Regular Session this 5<sup>th</sup> day of August, 2002, and

**WHEREAS**, Mohave County desires to enter into an Intergovernmental Agreement with the Arizona Department of Transportation for implementing and administering such project, and

**WHEREAS**, Mohave County is empowered to enter into this agreement by virtue of the provisions of A.R.S. § 11-251, and the Arizona Department of Transportation is empowered to enter into this agreement by virtue of provisions of A.R.S. § 28-401.

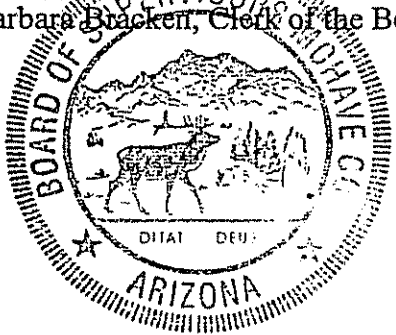
**NOW THEREFORE BE IT RESOLVED**, that the Mohave County Board of Supervisors hereby approves the Intergovernmental Agreement between Mohave County and the Arizona Department of Transportation and hereby authorizes the Chairman to enter into and execute said agreement on behalf of the County.

**PASSED, APPROVED AND ADOPTED** by the Mohave County Board of Supervisors on August 5, 2002.

**MOHAVE COUNTY BOARD OF SUPERVISORS**

  
\_\_\_\_\_  
Tom Sockwell, Chairman

  
Barbara Bracken, Clerk of the Board





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL  
TRANSPORTATION SECTION

1275 WEST WASHINGTON STREET, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO  
ATTORNEY GENERAL

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**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR02-0767TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED August 23, 2002.

JANET NAPOLITANO  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

srs

att.